

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM337693

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TreadmillDoctor.com, Inc.		12/10/2014	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ICON Health & Fitness, Inc.		
<b>Street Address:</b>	1500 South 1000 West		
<b>City:</b>	Logan		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84321		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3414959	DMT	
<b>Registration Number:</b>	3846000	SMOOTH FITNESS	
<b>Registration Number:</b>	4414549	SITNCYCLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4357863679		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4357865956		
<b>Email:</b>	ip@iconfitness.com		
<b>Correspondent Name:</b>	ICON Health & Fitness, Inc.		
<b>Address Line 1:</b>	1500 South 1000 West		
<b>Address Line 2:</b>	Attn: Richard Chang		
<b>Address Line 4:</b>	Logan, UTAH 84321		
<b>NAME OF SUBMITTER:</b>	Richard K. C. Chang		
<b>SIGNATURE:</b>	/Richard K. C. Chang/		
<b>DATE SIGNED:</b>	04/08/2015		
<b>Total Attachments: 2</b>			
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### TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of December 10, 2014, by TreadmillDoctor.com, Inc. a Tennessee corporation ("Assignor"), to ICON Health & Fitness, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the record and beneficial owner of the following trademarks (the "Marks") registered with the United States Patent and Trademark Office:

MARKS	REGISTRATION NO.	Country
<u>SMOOTH FITNESS</u>	<u>1441049</u>	<u>Canada</u>
<u>SMOOTH FITNESS &amp; Design</u>	<u>TMA818041</u>	<u>Canada</u>
<u>DMT</u>	<u>3,414,959</u>	<u>United States of America</u>
<u>SMOOTH FITNESS &amp; Design</u>	<u>3,846,000</u>	<u>United States of America</u>
<u>SIINCYCLE</u>	<u>4,414,549</u>	<u>United States of America</u>
<u>SIINCYCLE DELUXE</u> <u>PHOTOGRAPHS AND</u> <u>ADVERTISING</u>	<u>Va-1-916-523</u>	<u>United States of America</u>

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the above-specified registration.

NOW, THEREFORE, for ten dollars paid by Assignee to Assignor and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor hereby irrevocably and unconditionally sells, assigns, transfers, and conveys to Assignee and Assignee's successors and assigns:

(1) All right, title, and interest in and to the Marks and the above-specified registrations, including but not limited to all common law and statutory rights attaching thereto and the right to sue for past infringements and to retain any damages obtained as a result of such action(s); and

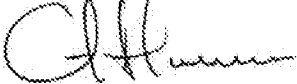
(2) All goodwill of the business attaching to, symbolized by, and associated with the Marks.

Assignor acknowledges and agrees that Assignee is the owner of the Marks and warrants to Assignee that Assignor has full title to the Marks and the capacity to execute this Assignment. Assignor shall do and execute or procure that there should be done and executed all such documents, deeds, matters, acts, and things as Assignee may at any time reasonably require properly in order to vest the Marks in the Assignee, and Assignor confirms that Assignee should now be recorded on the Principal Register as the owner of the above-specified registrations of the Marks.

This Assignment shall be governed by and construed in accordance with the laws of the State of Utah, without application of conflicts-of-law principles, and the parties hereto irrevocably agree to submit to the exclusive jurisdiction and venue of the federal and state courts sitting in Salt Lake County, Utah, with respect to any claim or matter arising out of or relating to this Assignment. This Assignment may be signed in counterparts, including by facsimile or .pdf, all of which together shall be an original.

**ASSIGNOR:**


**TREADMILDOCTORS.COM, INC.**  
a Tennessee corporation

By: 

Its: CEO

**ASSIGNEE:**

**ICON Health & Fitness, Inc.**  
a Delaware corporation

By: 

Its: Vice President of Direct